

1 AN ACT concerning education.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. If and only if Senate Bill 7 as passed by the
5 97th General Assembly becomes law, the Illinois Educational
6 Labor Relations Act is amended by changing Sections 4.5, 12,
7 and 13 as follows:

8 (115 ILCS 5/4.5)

9 Sec. 4.5. Subjects of collective bargaining.

10 (a) Notwithstanding the existence of any other provision in
11 this Act or other law, collective bargaining between an
12 educational employer whose territorial boundaries are
13 coterminous with those of a city having a population in excess
14 of 500,000 and an exclusive representative of its employees may
15 include any of the following subjects:

16 (1) (Blank).

17 (2) Decisions to contract with a third party for one or
18 more services otherwise performed by employees in a
19 bargaining unit and the procedures for obtaining such
20 contract or the identity of the third party.

21 (3) Decisions to layoff or reduce in force employees.

22 (4) Decisions to determine class size, class staffing
23 and assignment, class schedules, academic calendar, length

1 of the work and school day with respect to a public school
2 district organized under Article 34 of the School Code
3 only, length of the work and school year with respect to a
4 public school district organized under Article 34 of the
5 School Code only, hours and places of instruction, or pupil
6 assessment policies.

7 (5) Decisions concerning use and staffing of
8 experimental or pilot programs and decisions concerning
9 use of technology to deliver educational programs and
10 services and staffing to provide the technology.

11 (b) The subject or matters described in subsection (a) are
12 permissive subjects of bargaining between an educational
13 employer and an exclusive representative of its employees and,
14 for the purpose of this Act, are within the sole discretion of
15 the educational employer to decide to bargain, provided that
16 the educational employer is required to bargain over the impact
17 of a decision concerning such subject or matter on the
18 bargaining unit upon request by the exclusive representative.
19 During this bargaining, the educational employer shall not be
20 precluded from implementing its decision. If, after a
21 reasonable period of bargaining, a dispute or impasse exists
22 between the educational employer and the exclusive
23 representative, the dispute or impasse shall be resolved
24 exclusively as set forth in subsection (b) of Section 12 of
25 this Act in lieu of a strike under Section 13 of this Act.
26 Neither the Board nor any mediator or fact-finder appointed

1 pursuant to subsection (a-10) of Section 12 of this Act shall
2 have jurisdiction over such a dispute or impasse.

3 (c) A provision in a collective bargaining agreement that
4 was rendered null and void because it involved a prohibited
5 subject of collective bargaining under this subsection (c) as
6 this subsection (c) existed before the effective date of this
7 amendatory Act of the 93rd General Assembly remains null and
8 void and shall not otherwise be reinstated in any successor
9 agreement unless the educational employer and exclusive
10 representative otherwise agree to include an agreement reached
11 on a subject or matter described in subsection (a) of this
12 Section as subsection (a) existed before this amendatory Act of
13 the 93rd General Assembly.

14 (Source: P.A. 93-3, eff. 4-16-03; 09700SB0007enr.)

15 (115 ILCS 5/12) (from Ch. 48, par. 1712)

16 Sec. 12. Impasse procedures.

17 (a) This subsection (a) applies only to collective
18 bargaining between an educational employer that is not a public
19 school district organized under Article 34 of the School Code
20 and an exclusive representative of its employees. If the
21 parties engaged in collective bargaining have not reached an
22 agreement by 90 days before the scheduled start of the
23 forthcoming school year, the parties shall notify the Illinois
24 Educational Labor Relations Board concerning the status of
25 negotiations. This notice shall include a statement on whether

1 mediation has been used.

2 Upon demand of either party, collective bargaining between
3 the employer and an exclusive bargaining representative must
4 begin within 60 days of the date of certification of the
5 representative by the Board, or in the case of an existing
6 exclusive bargaining representative, within 60 days of the
7 receipt by a party of a demand to bargain issued by the other
8 party. Once commenced, collective bargaining must continue for
9 at least a 60 day period, unless a contract is entered into.

10 Except as otherwise provided in subsection (b) of this
11 Section, if after a reasonable period of negotiation and within
12 90 days of the scheduled start of the forth-coming school year,
13 the parties engaged in collective bargaining have reached an
14 impasse, either party may petition the Board to initiate
15 mediation. Alternatively, the Board on its own motion may
16 initiate mediation during this period. However, mediation
17 shall be initiated by the Board at any time when jointly
18 requested by the parties and the services of the mediators
19 shall continuously be made available to the employer and to the
20 exclusive bargaining representative for purposes of
21 arbitration of grievances and mediation or arbitration of
22 contract disputes. If requested by the parties, the mediator
23 may perform fact-finding and in so doing conduct hearings and
24 make written findings and recommendations for resolution of the
25 dispute. Such mediation shall be provided by the Board and
26 shall be held before qualified impartial individuals. Nothing

1 prohibits the use of other individuals or organizations such as
2 the Federal Mediation and Conciliation Service or the American
3 Arbitration Association selected by both the exclusive
4 bargaining representative and the employer.

5 If the parties engaged in collective bargaining fail to
6 reach an agreement within 45 days of the scheduled start of the
7 forthcoming school year and have not requested mediation, the
8 Illinois Educational Labor Relations Board shall invoke
9 mediation.

10 Whenever mediation is initiated or invoked under this
11 subsection (a), the parties may stipulate to defer selection of
12 a mediator in accordance with rules adopted by the Board.

13 (a-5) This subsection (a-5) applies only to collective
14 bargaining between a public school district or a combination of
15 public school districts, including, but not limited to, joint
16 cooperatives, that is not organized under Article 34 of the
17 School Code and an exclusive representative of its employees.

18 (1) Any time 15 days after mediation has commenced
19 ~~after 15 days of mediation~~, either party may declare an
20 impasse. The mediator may declare an impasse at any time
21 during the mediation process. Notification of an impasse
22 must be filed in writing with the Board, and copies of the
23 notification must be submitted to the parties on the same
24 day the notification is filed with the Board.

25 (2) Within 7 days after the declaration of impasse,
26 each party shall submit to the mediator, the Board, and the

1 other party in writing the final offer of the party,
2 including a cost summary of the offer. Seven days after
3 receipt of the parties' final offers, the Board mediator
4 shall make public the final offers and each party's cost
5 summary dealing with those issues on which the parties have
6 failed to reach agreement by immediately posting the offers
7 on its Internet website, unless otherwise notified by the
8 mediator or jointly by the parties that agreement has been
9 reached. ~~The mediator shall make the final offers public by~~
10 ~~filing them with the Board, which shall immediately post~~
11 ~~the offers on its Internet website.~~ On the same day of
12 publication by the mediator, at a minimum, the school
13 district shall distribute notice of the availability of the
14 offers on the Board's Internet website to all news media
15 that have filed an annual request for notices from the
16 school district pursuant to Section 2.02 of the Open
17 Meetings Act.

18 (a-10) This subsection (a-10) applies only to collective
19 bargaining between a public school district organized under
20 Article 34 of the School Code and an exclusive representative
21 of its employees.

22 (1) For collective bargaining agreements between an
23 educational employer to which this subsection (a-10)
24 applies ~~whose territorial boundaries are coterminous with~~
25 ~~those of a city having a population in excess of 500,000~~
26 and an exclusive representative of its employees, if the

1 parties fail to reach an agreement after a reasonable
2 period of mediation, the dispute shall be submitted to
3 fact-finding in accordance with this subsection (a-10).
4 Either the educational employer or the exclusive
5 representative may initiate fact-finding by submitting a
6 written demand to the other party with a copy of the demand
7 submitted simultaneously to the Board.

8 (2) Within 3 days following a party's demand for
9 fact-finding, each party shall appoint one member of the
10 fact-finding panel, unless the parties agree to proceed
11 without a tri-partite panel. Following these appointments,
12 if any, the parties shall select a qualified impartial
13 individual to serve as the fact-finder and chairperson of
14 the fact-finding panel, if applicable. An individual shall
15 be considered qualified to serve as the fact-finder and
16 chairperson of the fact-finding panel, if applicable, if he
17 or she was not the same individual who was appointed as the
18 mediator and if he or she satisfies the following
19 requirements: membership in good standing with the
20 National Academy of Arbitrators, Federal Mediation and
21 Conciliation Service, or American Arbitration Association
22 for a minimum of 10 years; membership on the mediation
23 roster for the Illinois Labor Relations Board or Illinois
24 Educational Labor Relations Board; issuance of at least 5
25 interest arbitration awards arising under the Illinois
26 Public Labor Relations Act; and participation in impasse

1 resolution processes arising under private or public
2 sector collective bargaining statutes in other states. If
3 the parties are unable to agree on a fact-finder, the
4 parties shall request a panel of fact-finders who satisfy
5 the requirements set forth in this paragraph (2) from
6 either the Federal Mediation and Conciliation Service or
7 the American Arbitration Association and shall select a
8 fact-finder from such panel in accordance with the
9 procedures established by the organization providing the
10 panel.

11 (3) The fact-finder shall have the following duties and
12 powers:

13 (A) to require the parties to submit a statement of
14 disputed issues and their positions regarding each
15 issue either jointly or separately;

16 (B) to identify disputed issues that are economic
17 in nature;

18 (C) to meet with the parties either separately or
19 in executive sessions;

20 (D) to conduct hearings and regulate the time,
21 place, course, and manner of the hearings;

22 (E) to request the Board to issue subpoenas
23 requiring the attendance and testimony of witnesses or
24 the production of evidence;

25 (F) to administer oaths and affirmations;

26 (G) to examine witnesses and documents;

1 (H) to create a full and complete written record of
2 the hearings;

3 (I) to attempt mediation or remand a disputed issue
4 to the parties for further collective bargaining;

5 (J) to require the parties to submit final offers
6 for each disputed issue either individually or as a
7 package or as a combination of both; and

8 (K) to employ any other measures deemed
9 appropriate to resolve the impasse.

10 (4) If the dispute is not settled within 75 days after
11 the appointment of the fact-finding panel, the
12 fact-finding panel shall issue a private report to the
13 parties that contains advisory findings of fact and
14 recommended terms of settlement for all disputed issues and
15 that sets forth a rationale for each recommendation. The
16 fact-finding panel, acting by a majority of its members,
17 shall base its findings and recommendations upon the
18 following criteria as applicable:

19 (A) the lawful authority of the employer;

20 (B) the federal and State statutes or local
21 ordinances and resolutions applicable to the employer;

22 (C) prior collective bargaining agreements and the
23 bargaining history between the parties;

24 (D) stipulations of the parties;

25 (E) the interests and welfare of the public and the
26 students and families served by the employer;

1 (F) the employer's financial ability to fund the
2 proposals based on existing available resources,
3 provided that such ability is not predicated on an
4 assumption that lines of credit or reserve funds are
5 available or that the employer may or will receive or
6 develop new sources of revenue or increase existing
7 sources of revenue;

8 (G) the impact of any economic adjustments on the
9 employer's ability to pursue its educational mission;

10 (H) the present and future general economic
11 conditions in the locality and State;

12 (I) a comparison of the wages, hours, and
13 conditions of employment of the employees involved in
14 the dispute with the wages, hours, and conditions of
15 employment of employees performing similar services in
16 public education in the 10 largest U.S. cities;

17 (J) the average consumer prices in urban areas for
18 goods and services, which is commonly known as the cost
19 of living;

20 (K) the overall compensation presently received by
21 the employees involved in the dispute, including
22 direct wage compensation; vacations, holidays, and
23 other excused time; insurance and pensions; medical
24 and hospitalization benefits; the continuity and
25 stability of employment and all other benefits
26 received; and how each party's proposed compensation

1 structure supports the educational goals of the
2 district;

3 (L) changes in any of the circumstances listed in
4 items (A) through (K) of this paragraph (4) during the
5 fact-finding proceedings;

6 (M) the effect that any term the parties are at
7 impasse on has or may have on the overall educational
8 environment, learning conditions, and working
9 conditions with the school district; and

10 (N) the effect that any term the parties are at
11 impasse on has or may have in promoting the public
12 policy of this State.

13 (5) The fact-finding panel's recommended terms of
14 settlement shall be deemed agreed upon by the parties as
15 the final resolution of the disputed issues and
16 incorporated into the collective bargaining agreement
17 executed by the parties, unless either party tenders to the
18 other party and the chairperson of the fact-finding panel a
19 notice of rejection of the recommended terms of settlement
20 with a rationale for the rejection, within 15 days after
21 the date of issuance of the fact-finding panel's report. If
22 either party submits a notice of rejection, the chairperson
23 of the fact-finding panel shall publish the fact-finding
24 panel's report and the notice of rejection for public
25 information by delivering a copy to all newspapers of
26 general circulation in the community with simultaneous

1 written notice to the parties.

2 (b) If, after a period of bargaining of at least 60 days, a
3 dispute or impasse exists between an educational employer whose
4 territorial boundaries are coterminous with those of a city
5 having a population in excess of 500,000 and the exclusive
6 bargaining representative over a subject or matter set forth in
7 Section 4.5 of this Act, the parties shall submit the dispute
8 or impasse to the dispute resolution procedure agreed to
9 between the parties. The procedure shall provide for mediation
10 of disputes by a rotating mediation panel and may, at the
11 request of either party, include the issuance of advisory
12 findings of fact and recommendations. ~~A dispute or impasse over
13 any Section 4.5 subject shall not be resolved through the
14 procedures set forth in this Act, and the Board, mediator, or
15 fact finder has no jurisdiction over any Section 4.5 subject.
16 The changes made to this subsection (b) by this amendatory Act
17 of the 97th General Assembly are declarative of existing law.~~

18 (c) The costs of fact finding and mediation shall be shared
19 equally between the employer and the exclusive bargaining
20 agent, provided that, for purposes of mediation under this Act,
21 if either party requests the use of mediation services from the
22 Federal Mediation and Conciliation Service, the other party
23 shall either join in such request or bear the additional cost
24 of mediation services from another source. All other costs and
25 expenses of complying with this Section must be borne by the
26 party incurring them.

1 (c-5) If an educational employer or exclusive bargaining
2 representative refuses to participate in mediation or fact
3 finding when required by this Section, the refusal shall be
4 deemed a refusal to bargain in good faith.

5 (d) Nothing in this Act prevents an employer and an
6 exclusive bargaining representative from mutually submitting
7 to final and binding impartial arbitration unresolved issues
8 concerning the terms of a new collective bargaining agreement.

9 (Source: P.A. 93-3, eff. 4-16-03; 09700SB0007enr.)

10 (115 ILCS 5/13) (from Ch. 48, par. 1713)

11 Sec. 13. Strikes.

12 (a) Notwithstanding the existence of any other provision in
13 this Act or other law, educational employees employed in school
14 districts organized under Article 34 of the School Code shall
15 not engage in a strike at any time during the 18 month period
16 that commences on the effective date of this amendatory Act of
17 1995. An educational employee employed in a school district
18 organized under Article 34 of the School Code who participates
19 in a strike in violation of this Section is subject to
20 discipline by the employer. In addition, no educational
21 employer organized under Article 34 of the School Code may pay
22 or cause to be paid to an educational employee who participates
23 in a strike in violation of this subsection any wages or other
24 compensation for any period during which an educational
25 employee participates in the strike, except for wages or

1 compensation earned before participation in the strike.
2 Notwithstanding the existence of any other provision in this
3 Act or other law, during the 18-month period that strikes are
4 prohibited under this subsection nothing in this subsection
5 shall be construed to require an educational employer to submit
6 to a binding dispute resolution process.

7 (b) Notwithstanding the existence of any other provision in
8 this Act or any other law, educational employees other than
9 those employed in a school district organized under Article 34
10 of the School Code and, after the expiration of the 18 month
11 period that commences on the effective date of this amendatory
12 Act of 1995, educational employees in a school district
13 organized under Article 34 of the School Code shall not engage
14 in a strike except under the following conditions:

15 (1) they are represented by an exclusive bargaining
16 representative;

17 (2) mediation has been used without success and, if
18 an impasse has been declared under subsection (a-5) of
19 Section 12 of this Act, at least 14 days have elapsed after
20 the mediator has made public the final offers;

21 (2.5) if fact-finding was invoked pursuant to
22 subsection (a-10) of Section 12 of this Act, at least 30
23 days have elapsed after a fact-finding report has been
24 released for public information;

25 (2.10) for educational employees employed in a school
26 district organized under Article 34 of the School Code, at

1 least three-fourths of all bargaining unit employees who
2 are members of the exclusive bargaining representative
3 have affirmatively voted to authorize the strike;
4 provided, however, that all members of the exclusive
5 bargaining representative at the time of a strike
6 authorization vote shall be eligible to vote;

7 (3) at least 10 days have elapsed after a notice of
8 intent to strike has been given by the exclusive bargaining
9 representative to the educational employer, the regional
10 superintendent and the Illinois Educational Labor
11 Relations Board;

12 (4) the collective bargaining agreement between the
13 educational employer and educational employees, if any,
14 has expired or been terminated; and

15 (5) the employer and the exclusive bargaining
16 representative have not mutually submitted the unresolved
17 issues to arbitration.

18 If, however, in the opinion of an employer the strike is or
19 has become a clear and present danger to the health or safety
20 of the public, the employer may initiate in the circuit court
21 of the county in which such danger exists an action for relief
22 which may include, but is not limited to, injunction. The court
23 may grant appropriate relief upon the finding that such clear
24 and present danger exists. An unfair practice or other evidence
25 of lack of clean hands by the educational employer is a defense
26 to such action. Except as provided for in this paragraph, the

1 jurisdiction of the court under this Section is limited by the
2 Labor Dispute Act.

3 (Source: P.A. 89-15, eff. 5-30-95; 90-548, eff. 1-1-98;
4 09700SB0007enr.)

5 Section 99. Effective date. This Act takes effect upon
6 becoming law or on the effective date of Senate Bill 7 of the
7 97th General Assembly, whichever is later.